

REMARKS

In the Office Action¹, the Examiner:

rejected claims 1-8, 10, 11, 13-18, 20, 21, and 23-32 under 35 U.S.C. § 103(a) as allegedly unpatentable over *B2B Collaborative Commerce with Sametime, QuickPlace and WebSphere Commerce Suite* authored by Nielsen ("Nielsen") in view of *OAGIS implementation using the ebXML, CPP, CPA, and BPSS specifications v. 1.0* authored by Dubray ("Dubray");

rejected claims 9, 19, and 22 under 35 U.S.C. § 103(a) as allegedly unpatentable over Nielsen in view of a web page news release entitled *United Nations and Oasis Join Forces to Produce Global XML Framework for Electronic Business* published by ebXML ("ebXML"); and

rejected claim 12 under 35 U.S.C. § 103(a) as allegedly unpatentable over Nielsen in view of Official Notice.

Claims 1-32 remain pending.

Applicant respectfully traverses the rejection of claim 1 under 35 U.S.C. § 103(a) as allegedly unpatentable over Nielsen and Dubray. A *prima facie* case of obviousness has not been established.

The key to supporting any rejection under 35 U.S.C. § 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious. See M.P.E.P. § 2142, 8th Ed., Rev. 6 (Sept. 2007). Such an analysis should be made explicit and cannot be premised upon mere conclusory statements. See id. "A conclusion of obviousness requires that the reference(s) relied upon be enabling in that it put the public in possession of the claimed invention." M.P.E.P. § 2145. Furthermore, "[t]he mere fact that references can be combined or modified does not render the

¹ The Office Action contains a number of statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

resultant combination obvious unless the results would have been predictable to one of ordinary skill in the art” at the time the invention was made. M.P.E.P. § 2143.01(III), internal citation omitted. Moreover, “[i]n determining the differences between the prior art and the claims, the question under 35 U.S.C. § 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious.” M.P.E.P. § 2141.02(I), internal citations omitted (emphasis in original).

“[T]he framework for the objective analysis for determining obviousness under 35 U.S.C. 103 is stated in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966). . . . The factual inquiries . . . [include determining the scope and content of the prior art and] . . . [a]scertaining the differences between the claimed invention and the prior art.” M.P.E.P. § 2141(II). “Office personnel must explain why the difference(s) between the prior art and the claimed invention would have been obvious to one of ordinary skill in the art.” M.P.E.P. § 2141(III).

Independent claim 1 recites, for example, “predefining a sequence of business transactions to be executed.” The Office Action correctly recognizes that Nielsen fails to disclose or suggest this feature of claim 1. The Office Action, however, alleges that Dubray remedies this deficiency of Nielsen. This allegation is not correct.

Specifically, the Office Action alleges Dubray discloses the claimed “predefining a sequence of business transactions to be executed” because Dubray discloses that “each Business Transaction needs to be specified and choreographed (e.g., predefining a sequence.” Office Action p. 6. The disclosed “choreography,” however, does not disclose or even suggest the claimed “predefining a sequence.”

Dubray states “[o]nce all Business Transactions have been defined, we can start to specify the choreography of the Collaboration. As UML profiles, Collaborations can be represented with UML artifacts. The UML notation does not readily provide the ability to represent ebXML Collaborations in their entirety. **For instance, ‘UML Collaboration diagrams’ cannot represent sequencing rules.** . . . We recommend to always refer to the XML document for the specification, and use only UML artifacts as a guide in understanding the content of the XML document.” Dubray p. 2,1 under the heading “Business Collaboration Choreography.”

Thus, contrary to the allegations of the Office Action, “choreography” does not disclose or suggest the claimed “predefining a sequence” at least because Dubray explicitly discloses that the “UML” format, recommended by Dubray, “**cannot represent sequencing rules.**” Accordingly, because Dubray explicitly discloses that the disclosed “choreography” does not include “sequencing rules,” Dubray cannot be said to disclose or suggest the claimed “predefining [of] a sequence.” Therefore, because Dubray does not disclose or suggest “predefining a sequence,” the rejection of claim 1 is improper and should be withdrawn.

Notwithstanding the above discussion, claim 1 is allowable for another distinct reason. Claim 1 recites “predefining a sequence of business transactions to be executed [and] creating a business schema by assigning a document to each business transaction in the sequence of business transactions.” The Office Action correctly recognizes that Nielsen does not disclose or suggest this feature of claim 1 but alleges that Dubray remedies the deficiencies of Nielsen. This is incorrect at least because Dubray does not disclose or suggest this feature of claim 1.

For example, Dubray discloses “Business Documents that participate in Business Transactions are defined by their name, specification element, and specification location.” Dubray p. 19, under the heading “Document Definitions.” Dubray further discloses “[t]hese ‘logical’ Business Documents can be used to express sequencing rules in a Binary Collaboration Definition. One advantage of this approach, rather than making the condition explicit in the Collaboration Definition, is the isolation of the document format and the rule that depends on it such that new versions of a format (or different formats altogether) can be used without impacting the logic of the Collaboration Decision itself, provided the intent of the ‘logical’ document is respected.” Dubray p. 20, last paragraph.

Accordingly, as can be seen from this disclosure of Dubray, the “sequencing rules” for the “collaboration” are determined by the “Business Documents” that are attached to “Business Transactions.” This teaching, however, contradicts with the recitations of claim 1. For example, if a “sequence” for “Business Transactions” is determined by the “Business Documents” as they are made part of the “Collaboration Definition,” then Dubray cannot reasonably be said to disclose or suggest “predefining a sequence of business transactions to be executed.”

Even if Dubray could be said to disclose the claimed “creating a business schema by assigning a document to each business transaction in the sequence of business transactions,” which Applicant does not concede, Dubray explicitly states that it is an “advantageous approach” to define the “sequence” with the “Document Definition” at the same time the “Collaboration Definition” is set. Therefore, if Dubray discloses that the “sequence” is determined by the “Document Definition” as the

“Collaboration Definition” is set, Dubray cannot disclose or suggest the claimed “**predefining** a sequence of business transactions to be executed.” Accordingly, because Dubray does not disclose or suggest this feature of claim 1, the rejection is improper and should be withdrawn.

Notwithstanding the above, claim 1 is also allowable because Dubray teaches away from the recitations of the claim. For example, Dubray discloses that “‘logical’ Business Documents can be used to express sequencing rules in a Binary Collaboration Definition. One advantage of this approach, rather than making the condition explicit in the Collaboration Definition, is the isolation of the document format and the rule that depends on it such that new versions of a format (or different formats altogether) can be used without impacting the logic of the Collaboration Decision itself, provided the intent of the ‘logical’ document is respected.” Dubray p. 20, last paragraph.

Accordingly, Dubray states that it is an “advantage” to make the “sequencing rules” dependent on the “Document Definition” because “format” version changes can be implemented without changing the “logic,” or “sequencing rules” in the Collaboration Decision. Therefore, because Dubray discloses an explicit advantage for determining “sequencing rules” at the time the “Document Definition” is attached to the “Collaboration Decision,” one of ordinary skill in the art would not have been motivated to “predefin[e] a sequence of business transactions to be executed,” as recited in claim 1. In other words, “predefining a sequence” is in direct contradiction with the stated advantages of the Dubray disclosure. Accordingly, Dubray teaches away from the

claimed "predefining a sequence." Therefore, for this additional reason, the rejection of claim 1 should be withdrawn.

Claims 23 and 25 although of a scope different from that of claim 1, recite features similar to those discussed above in connection with claim 1. Applicant asserts that claims 23 and 25 are allowable over Nielsen and Dubray for reasons similar to those discussed above in connection with claim 1. Accordingly, Applicant submits that claims 23 and 25 are allowable and requests that the rejection of claims 23-35 be withdrawn.

Claims 2-8, 10-18, 21, 24, and 26-32 depend from one of independent claims 1, 23, or 25. Inasmuch as these claims depend from an allowable independent claim, these claims are allowable at least due to their respective dependencies. Applicant respectfully requests that the rejection of these claims be withdrawn.

Applicant respectfully traverses the rejection of claims 9, 12, 19, and 22 under 35 U.S.C. § 103(a) over Nielsen in view of one of ebXML or Official Notice. The Office Action acknowledges that Nielsen fails to disclose or suggest "how to create a business schema and predefine a sequence of business." Office Action p. 6. The Office Action incorrectly relies on Dubray to remedy the deficiency of Nielsen as discussed above with respect to independent claim 1. However, the Office Action does not rely on Dubray in the rejection of claims 9, 12, 19, and 22 all of which depend on independent claim 1. Accordingly, because neither ebXML nor Official Notice remedy the acknowledged deficiency of Nielsen with respect to claim 1 and the Office Action does not refer to Dubray in the rejection of dependent claims 9, 12, 19, and 22, the rejection of these claims is incorrect and should be withdrawn. The rejection of claim 12 over

Official Notice is moot because Official Notice does not remedy the acknowledged deficiencies of Nielsen.

Even if Dubray were to be applied against claims 9, 12, 19, and 22, these claims depend from claim 1 and are allowable at least due to their respective dependencies. Accordingly, Applicant respectfully requests that the rejection of dependent claims 9, 12, 19, and 22 be withdrawn.

CONCLUSION


In view of the foregoing, Applicant respectfully requests reconsideration of this application, and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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